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Stroock & Stroock & Lavan

*Seven Hanover Square
New York, New York 10004-2594*

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RECORDATION NO. _____ FILED 1423
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INTERSTATE COMMERCE COMMISSION

212 806 5400
Fax 212 806 6006
Telex 177693 STROOCK NY

Richard H. Kronthal
212 806 6039

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RECORDATION NO. _____ FILED 1423

December 27, 1991 DEC 27 1991 1 23 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

17644
RECORDATION NO. _____ FILED 1423

DEC 27 1991 1 23 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three fully executed and acknowledged copies (one original and two notarized photocopies) of (1) a Lease Agreement, dated November 22, 1991 (the "Lease"), between K/S Nordic Railcarleasing (the "Lessor") and The State of Maryland acting through the Department of Transportation of Maryland (the "Lessee"); (2) a Security Agreement, dated as of December 27, 1991 (the "Security Agreement"), between the Lessor, as grantor, and the Lessee, as secured party; and (3) a Subordination Agreement, dated as of December 27, 1991, between The State of Maryland acting through the Department of Transportation of Maryland and Barclays Bank PLC (the "Subordination Agreement").

The Lease, Security Agreement and Subordination Agreement are primary documents as defined in the Interstate Commerce Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the documents are as follows:

40282980

Washington, D.C. 20036-4652
1150 Seventeenth Street N.W.
202 452 9250

Los Angeles, CA 90067-3086
2029 Century Park East
213 556 5800

Miami, FL 33131-2385
200 South Biscayne Boulevard
305 358 9900

H-1052 Budapest, Hungary
Városház u 16
361 118 9491 / 118 9037

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Mr. Sidney L. Strickland
December __, 1991
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Lessor (under the Lease) and Grantor (under the Security Agreement):

K/S Nordic Railcarleasing, a limited partnership established
under the laws of Denmark
Kobmagergade 19
1150 Copenhagen K
Denmark

Lessee (under the Lease), Secured Party (under the Security Agreement) and party to Subordination Agreement:

The State of Maryland acting through the Department of
Transportation of Maryland
10 Elm Road
P.O. Box 8755
BWI Airport
Maryland 21240

Party to Subordination Agreement:

Barclays Bank PLC
29 Gracechurch Street
London EC3V OBE

A description of the railroad equipment covered by the enclosed documents is as follows:

Forty-nine (49) railcars, manufactured by Sumitomo Corporation of America, and consisting of (i) twenty-five (25) MARC IIB railcars, consisting of 6 Cab Control Cars-E/H (bearing car numbers 7757-7762), 9 E/H Trailer Cars (bearing car numbers 7791-7799) and 10 Trailer Cars (bearing car numbers 7716-7725), all such numbers being inclusive, and (ii) twenty-four (24) MARC II railcars, consisting of 6 Trailer Cars (bearing car numbers 7700-7705), 6 Trailer Cars (bearing car numbers 7710-7715) and 12 Cab Control Cars-E/H (bearing car numbers 7745-7756), all such numbers being inclusive.

Also enclosed is a check in the amount of \$48.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee of \$16.00 for each of the three enclosed documents. Please return the original and any extra copies not needed by the

Stroock & Stroock & Lavan

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Commission for recordation to: Richard H. Kronthal, Esq., Stroock & Stroock & Lavan, 7 Hanover Square, New York, NY 10004.

A short summary of the documents to appear in the index follows:

(1) Lease Agreement, dated November 22, 1991, between K/S Nordic Railcarleasing, a limited partnership established under the laws of Denmark (the "Lessor") and The State of Maryland acting through the Department of Transportation of Maryland (the "Lessee") with respect to forty-nine (49) railcars, manufactured by Sumitomo Corporation of America, and consisting of (i) twenty-five (25) MARC IIB railcars, consisting of 6 Cab Control Cars-E/H (bearing car numbers 7757-7762), 9 E/H Trailer Cars (bearing car numbers 7791-7799) and 10 Trailer Cars (bearing car numbers 7716-7725), all such numbers being inclusive, and (ii) twenty-four (24) MARC II railcars, consisting of 6 Trailer Cars (bearing car numbers 7700-7705), 6 Trailer Cars (bearing car numbers 7710-7715) and 12 Cab Control Cars-E/H (bearing car numbers 7745-7756), all such numbers being inclusive.

(2) Security Agreement, dated as of December 27, 1991, between K/S Nordic Railcarleasing, a limited partnership established under the laws of Denmark, as grantor, and The State of Maryland, acting through the Department of Transportation of Maryland, as secured party, with respect to forty-nine (49) railcars, manufactured by Sumitomo Corporation of America, and consisting of (i) twenty-five (25) MARC IIB railcars, consisting of 6 Cab Control Cars-E/H (bearing car numbers 7757-7762), 9 E/H Trailer Cars (bearing car numbers 7791-7799) and 10 Trailer Cars (bearing car numbers 7716-7725), all such numbers being inclusive, and (ii) twenty-four (24) MARC II railcars, consisting of 6 Trailer Cars (bearing car numbers 7700-7705), 6 Trailer Cars (bearing car numbers 7710-7715) and 12 Cab Control Cars-E/H (bearing car numbers 7745-7756), all such numbers being inclusive and the proceeds of all of the foregoing.

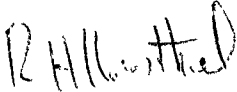
(3) Subordination Agreement, dated as of December 27, 1991, between The State of Maryland, acting through the Department of Transportation of Maryland ("MDOT") and Barclays Bank PLC ("Bank") with respect to the subordination of Bank's security interest relative to MDOT's security interest in that certain collateral, consisting of forty-nine (49) railcars, manufactured by Sumitomo Corporation of America, and consisting of (i) twenty-five (25) MARC IIB railcars, consisting of 6 Cab Control Cars-E/H (bearing car

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Mr. Sidney L. Strickland
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numbers 7757-7762), 9 E/H Trailer Cars (bearing car numbers 7791-7799) and 10 Trailer Cars (bearing car numbers 7716-7725), all such numbers being inclusive, and (ii) twenty-four (24) MARC II railcars, consisting of 6 Trailer Cars (bearing car numbers 7700-7705), 6 Trailer Cars (bearing car numbers 7710-7715) and 12 Cab Control Cars-E/H (bearing car numbers 7745-7756), all such numbers being inclusive.

Very truly yours,



Richard H. Kronthal

RHK/ck
Enclosures

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INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

dated as of December 27, 1991

between

K/S NORDIC RAILCARLEASING,
Grantor

and

THE STATE OF MARYLAND,
ACTING THROUGH
THE DEPARTMENT OF TRANSPORTATION OF MARYLAND,
Secured Party

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SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 1991, between K/S NORDIC RAILCARLEASING, a limited partnership organized and existing under the laws of Denmark ("Grantor"), and THE STATE OF MARYLAND, acting through THE DEPARTMENT OF TRANSPORTATION OF MARYLAND, a principal department and unit of the government of the State of Maryland ("Secured Party").

W I T N E S S E T H :

WHEREAS, Grantor and Secured Party are parties to that certain Lease Agreement dated as of November 22, 1991 (the "Lease"), pursuant to which Grantor is to lease certain items of Equipment (as defined in the Lease) to the Secured Party;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1. DEFINITIONS; RULES OF INTERPRETATION.

1.1. Defined Terms. Capitalized terms used (including in the above recitals) but not otherwise defined herein shall have the following respective meanings, or if not defined in this Agreement, the respective meanings ascribed to them in the Lease:

"Collateral" has the meaning ascribed thereto in Section 2.1.

"Obligations" has the meaning ascribed thereto in Section 2.1.

1.2. Rules of Interpretation. Except as otherwise expressly provided in this Agreement, the following rules shall apply hereto:

(a) the singular includes the plural and the plural includes the singular;

(b) "or" is not exclusive and "include" and "including" are not limiting;

(c) a reference to any agreement or other contract includes permitted supplements, amendments and other modifications;

(d) a reference to a law includes any amendment or modification of such law and any rules or regulations issued thereunder;

(e) a reference to a Person includes its permitted successors and assigns in the applicable capacity;

(f) a reference in this Agreement to an Article or Section is to the Article or Section of this Agreement unless otherwise expressly provided;

(g) words such as "hereunder", "hereto", "hereof" and "herein" and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular Article, Section or clause hereof;

(h) all obligations under this Agreement are continuing obligations throughout the term of this Agreement;

(i) any right in this Agreement may be exercised at any time and from time to time;

(j) the headings of the Articles and Sections are for convenience and shall not affect the meaning of this Agreement; and

(k) time is of the essence in performing all obligations.

ARTICLE 2. ASSIGNMENT, PLEDGE AND GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. To secure (i) the Grantor's covenant of quiet enjoyment set out in Section 6.02(b) of the Lease and (ii) the timely performance of all obligations of Grantor owing to Secured Party to transfer title to the Equipment or to an item of Equipment pursuant to and in accordance with any provision of the Lease (all such covenants and obligations being herein referred to as the "Obligations"), Grantor does hereby assign and grant to and subject to a security interest in favor of, Secured Party, all Grantor's interest in, to and under the following (excluding from the Collateral (as hereafter defined) (i) any and all right, title and interest of Grantor in, to and under the Lease (without prejudice to the terms and provisions of the Lease providing for conveyance of title of the Equipment to Grantor), including all rents, profits, indemnity payments and other payments receivable thereunder and

(ii) any interests pledged by Grantor to the Bank as of the date hereof pursuant to the Security Assignment):

(a) each item of Equipment and each part thereof (including replacement parts, parts and modifications, alterations and accessions thereto); and

(b) the proceeds of all of the foregoing, including all proceeds receivable or received when any and all of the foregoing is sold, collected, exchanged or otherwise disposed of, whether voluntarily or involuntary (all of the collateral described in the foregoing clause (a) and this clause (b) being herein collectively referred to as the "Collateral").

ARTICLE 3. HAANDPANTSÆTNING.

This Security Agreement shall, without prejudice to its effect under the applicable laws of the United States of America or any state thereof, in addition be considered as a "haandpantaetningserklaering" (as such term is understood under Danish law) whereby the Grantor grants to Secured Party a "haandpanteret" (as such term is understood under Danish law) in the Equipment as security for the Obligations.

ARTICLE 4. COVENANTS.

Grantor hereby agrees (a) to do at Secured Party's expense all acts requested in writing by Secured Party that may be reasonably necessary to maintain, preserve and protect the security interest granted to Secured Party hereby (provided any such action shall be without prejudice to Grantor's title to the Collateral or tax position with respect thereto), (b) to procure, execute and deliver from time to time, at Secured Party's expense (including the reasonable fees and expenses of counsel to Grantor), any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to maintain and protect its security interest hereunder (provided any such action shall be without prejudice to Grantor's title to the Collateral or tax position with respect thereto) and (c) not to sell, encumber, lease, rent or otherwise dispose of or transfer any Collateral or right or interest therein except pursuant to and in accordance with the Operative Documents or pursuant to that certain Security Agreement of even date herewith between Grantor and Barclays Bank PLC. Grantor shall give Secured Party prompt notice of any change in the location of Grantor's chief place of business and chief executive office.

ARTICLE 5. EVENTS OF DEFAULT.

The occurrence of a default by Grantor in the performance of any of its Obligations for 30 days after notice thereof from Secured Party shall constitute an event of default under this Agreement (a "Grantor Event of Default").

ARTICLE 6. RIGHTS UPON DEFAULT.

6.1. Remedies. If any Grantor Event of Default has occurred and is continuing, Secured Party may, upon notice to Grantor (such notice to be given in accordance with Section 6.3), proceed to protect and enforce the rights vested in it by this Agreement, and to enforce all rights hereunder by such appropriate judicial proceedings as it shall deem most effective to protect and enforce any of such rights, either at law or in equity, or in aid of the exercise of any power therein or herein granted, or for any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding.

6.2. Expenses. The reasonable out-of-pocket costs and expenses of the prevailing party incurred in any action brought to enforce or preserve such party's rights hereunder, including the reasonable fees and disbursements of counsel, shall be borne by the other party. All such costs and expenses shall be payable on demand in the currency in which incurred.

6.3. Notices. Any and all notices to be given by Secured Party to Grantor pursuant to Section 6.1 shall be in writing and, unless otherwise required by law, shall be given to Grantor 30 days prior to the exercise of any rights under Section 6.1. Any such 30-day notice shall be revocable and state the Grantor Event of Default that entitles Secured Party to exercise its rights under Section 6.1.

ARTICLE 7. REMEDIES CUMULATIVE; DELAY NOT WAIVER.

7.1. Remedies Cumulative. No right, power or remedy herein conferred upon or reserved to Secured Party is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Resort to any or all Collateral now or hereafter held by Secured Party may be taken concurrently or successively and in one or

several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

7.2. No Waiver. No delay or omission of Secured Party to exercise any right or power occurring upon the occurrence and during the continuance of any Grantor Event of Default as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Grantor Event of Default or an acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time, and so often as shall be deemed expedient, by Secured Party.

ARTICLE 8. NOTICES.

Unless otherwise specifically provided herein, all notices, requests, demands or other communications required or permitted under the terms and provisions hereof shall be in writing and any such notice, request, demand or other communication shall become effective in accordance with Section 18 of the Lease.

ARTICLE 9. FURTHER ASSURANCES.

9.1. Further Action. Grantor agrees that from time to time, at the expense of Secured Party (including the reasonable fees and expenses of counsel to Grantor), Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request (including the filing of financing statements under the Uniform Commercial Code and filings with the Interstate Commerce Commission), in order to perfect and protect the assignment and security interest granted or intended to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral (provided any such action shall be without prejudice to Grantor's title to the Collateral or tax position with respect thereto).

9.2. Further Instruments and Documents. Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. Copies of any such statement or amendment thereto shall promptly be delivered to Grantor.

ARTICLE 10. AUTHORIZED ACTION BY SECURED PARTY.

Grantor hereby (a) irrevocably appoints Secured Party as its attorney-in-fact to the extent related to Secured Party's exercise of remedies, effective when and so long as any Grantor Event of Default shall have occurred and be continuing and (b) agrees that during any such period of effectiveness, Secured Party may do (but Secured Party shall not be obligated to and shall incur no liability to Grantor or any third party for failure so to do) any act that Grantor is obligated by this Agreement to do.

ARTICLE 11. CONTINUING ASSIGNMENT AND SECURITY INTEREST.

This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until performance in full of the Obligations, (b) be binding upon Grantor, its successors and assigns and (c) inure, together with the rights and remedies of Secured Party, to the benefit of Secured Party and its respective successors, transferees and permitted assigns. Upon the performance in full by Grantor of all of the Obligations, the security interest granted hereby shall terminate and Secured Party shall execute and file all such instruments and do all such other acts as shall be necessary to release the Collateral from the Lien of this Agreement.

ARTICLE 12. SEVERABILITY.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE 13. SUCCESSORS AND ASSIGNS.

All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Grantor may not assign its respective rights and transfer its respective obligations hereunder except in accordance with Section 17 of the Lease. Secured Party may not, without the prior written consent

of Grantor, assign or transfer any of its rights or obligations hereunder except in accordance with Section 17 of the Lease.

ARTICLE 14. GOVERNING LAW.

14.1. Governing Law. This Agreement including all matters of construction, validity and performance and matters relating to the creation, validity, perfection, enforcement or priority of the lien of, and security interests created by, this Agreement upon the Collateral, shall be governed by the laws of Maryland, except insofar as such matters are governed by the laws of the United States.

14.2. Jurisdiction. (a) Any suit, action or proceeding against Grantor under or with respect to this Agreement may be brought in any appropriate state court in the State of Maryland or in any United States District Court in Maryland, and Grantor hereby submits to the non-exclusive jurisdiction of each of such courts for the purpose of any such suit, action or proceeding. Grantor hereby agrees that service of all writs, process and summonses in any such suit, action or proceeding brought in Maryland may be made upon the Maryland State Treasurer's Office in Annapolis (whose office therein is currently located at Lewis J. Goldstein Treasury Building, Room 109, 80 Calvert Street, Annapolis, Maryland 21401). Grantor hereby irrevocably appoints the Maryland State Treasurer's Office as Grantor's true and legal agent in Grantor's name, place and stead to receive and forward such service of any and all such writs, process and summonses; provided that substantially simultaneously with such service being so effected upon the Maryland Treasurer's Office, Secured Party shall have delivered, in the manner set forth in Article 8 of this Agreement, a copy of such writ, process, or summons, addressed to Grantor at Grantor's address set forth in or provided pursuant to such Article 8 hereof. If and to the extent that service of writs, process and summonses cannot for any reason be effected upon the Maryland State Treasurer's Office as hereinabove provided, Grantor hereby further irrevocably consents to the service of process in any such suit, action or proceeding in said courts by the delivery thereof by Secured Party to Grantor pursuant to such Article 8.

(b) Grantor hereby irrevocably waives any objection that Grantor may now or hereafter have to the laying of venue of any suit, action or proceeding under or with respect to this Agreement brought in any United States District Court in Maryland or in any appropriate state court of the State of Maryland.

ARTICLE 15. AGREEMENT FOR SECURITY PURPOSES ONLY.

This Agreement is for security purposes only. Accordingly, Secured Party shall not, pursuant to this Agreement, enforce Grantor' s rights with respect to the Collateral until such time as a Grantor Event of Default hereunder shall have occurred and is continuing at the time such enforcement is sought.

ARTICLE 16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first written above.

K/S NORDIC RAILCARLEASING

By: Robert Butler
Name: ROBERT BUTLER

STATE OF MARYLAND,
ACTING THROUGH THE DEPARTMENT OF
TRANSPORTATION OF MARYLAND

By: Stuart S. Myer
Title: Acty Director of Finance

Approved for form and legal
sufficiency for The State of
Maryland

By: Margaret S. McKen
Assistant Attorney General

CHEESWRIGHTS

NOTARIES PUBLIC

BALTIC EXCHANGE CHAMBERS

24 ST. MARY AX

LONDON EC3A 8ED

TELEPHONE: 071-623 9477

FACSIMILE: 071-623 5428

TELEX: 883806 MURLYN

DX 627/LONDON CITY EC3

A. J. BURGESS

N. P. READY

R. J. SAVILLE

RUTH M. CAMPBELL

CONSULTANTS:

W. M. PHILLIPS

B. G. C. BROOKS

J. D. G. SAUL

KINGDOM OF ENGLAND)

CITY OF LONDON)

) S.S.

On this twentythird day of December

One thousand nine hundred and ninety one

before me ANTHONY JACK BURGESS of the City

of London Notary Public by Royal Authority

duly admitted and sworn personally came and

appeared ROBERT BUTLER who being by me duly

sworn did depose and say that he is the duly

appointed Attorney of K/S NORDIC

RAILCARLEASING, that the annexed Document was

signed on behalf of the said Company under

and by virtue of a Power of Attorney dated

as of 27th December 1991 and he acknowledged

that the execution of the annexed Document

was the free act and deed of said Company.

CW
C
- - -

My Commission expires at death

CORPORATE ACKNOWLEDGMENT

State of Maryland

§§.:

Anne Arundel County

On this 18th day of December, 1991, before me personally appeared Stuart L. Myers, to me personally known, who being by me duly sworn, says that he is the Acting Dir. of Finance of The Department of Transportation of Maryland, a principal department and unit of the State of Maryland, that the foregoing instrument was signed on behalf of said agency by authority of its Board of Public Works and he acknowledged that the execution of the foregoing instrument was the free act and deed of said agency.

Phyllis T. Kreisher
Signature of Notary Public
My commission expires:

PHYLLIS T. KREISHER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1993

Denmark

§§.:

City of Copenhagen

On this ___ day of December, 1991, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of _____, a general partner of R/S Nordic Railcarleasing (the "Limited Partnership"), that the foregoing instrument was signed on behalf of said Limited Partnership by authority of its general partner, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Limited Partnership.

Signature of Notary Public
My commission expires:

The undersigned notary public has compared this copy with the original and has found such copy to be complete and identical in all respects to the original document filed on December 27, 1991.

Gail L. Porter
Signature of Notary Public

GAIL L. PORTER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 1995

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